Fargo Co. v. *Neiman-Marcus*, 227 U. S. 469; *Kansas City So. Ry.* v. *Carl*, 227 U. S. 639. While the latter case, and others following it, have laid down the broad principle that the shipper is charged with notice of the rates filed with the Commission, and that the carrier's liability is regulated by the rates charged, they have all been cases in which the tariffs had been posted for public inspection, or the shipper had made a fixed valuation in the bill of lading, or the bill of lading had referred to the fact that the rates charged were based upon the valuations filed with the Commission. Thus in these ways the shipper had been charged with knowledge that the rates were based upon a table of valuations. *American Silver Mfg. Co.* v. *Wabash Ry. Co.*, 174 Mo. App. 184, 156 S. W. 830, is a case analagous in fact to the principal case with this exception, that the bill of lading contained a clause stating that in case of loss the shipper should recover full value, unless a lesser value "is determined by the classifications or tariffs upon which the rate is based." This clause was held to compel the shipper to ascertain what the tariffs in force were and to charge him with knowledge of such tariffs; it was held to be a limited liability contract, although the tariffs were not posted, and the shipper had no actual knowledge of the tariffs, and had declared no value, but had simply paid the rate demanded by the carrier's agent. A reference to the tariffs in a bill of lading was also held to charge the shipper with notice of the tariffs in force, although they had not been posted. *Mires* v. *St. Louis & S. F. Ry.*, 134 Mo. App. 379. In *Drey, Kalm Glass Co.* v. *Mo. Pac. Ry.*, 156 Mo. App. 178, there was held to be no limited liability contract as no bill of lading had been issued, although the rate charged was based upon the tariff valuations. The principal case is in accord with these decisions, if, as a matter of fact, there was no contract of limited liability. And if the shipper was not charged with notice of the schedule of rates, it would follow that there was no contract limiting liability.

COVENANTS—EFFECT OF RECOVERY FOR BREACH.—Plaintiff, who was entitled to the fee of one-third (⅓) of a tract of land, conveyed the whole, with covenants of warranty, to defendants, who later recovered the consideration in an action for breach of the covenant of seisin. Plaintiff then filed a bill in equity praying that defendants be decreed to reconvey the premises or that his deed to them be set aside. *Held,* that as equity had jurisdiction of the case on another ground, the plaintiff's deed should be set aside. *Campbell* v. *Martin* (Vt. 1915), 95 Atl. 494.

When the grantee has secured judgment in an action on the covenants of warranty for an amount equal to the consideration given, it would be inequitable to allow him to retain any benefits acquired under the deed or to hold under the other covenants a title subsequently acquired by his grantor. *Baxter* v. *Bradbury*, 20 Me. 260. The courts are not clear as to the method by which the grantor is to be protected in such a situation. Some cases seem to proceed on the theory that the judgment acts as a recission of the deed, revesting in the covenantor the title, such as it is, which he has conveyed. *Porter* v. *Hill*, 9 Mass. 34; *Stinson* v. *Sumner*, 9 Mass.

143; *Noonan* v. *Ilsley,* 21 Wis. 138, 149; *Mackintosh* v. *Stewart,* 181 Ala. 328; RAWLE, Cov. (5th ed.), § 184. In *Bowne* v. *Wolcott,* 1 N. Dak. 415, 419, the court in discussing this theory limited its application to cases of a total breach where nothing passed to the grantee by the deed. Other cases hold that the judgment estops the grantee from setting up the deed, as a conveyance of lands, against the grantor. *Parker* v. *Brown,* 15 N. H. 176, 188; *Bank* v. *Mersereau,* 3 Barb. Ch. (N. Y.) 528, 571. According to a third view, after such a judgment the vendor is entitled to a reconveyance, which equity will decree. *Park* v. *Cheek,* 4 Cold. (Tenn.) 20, 28; *Recohs* v. *Younglove,* 8 Bax. (Tenn.) 385; *Shorthill* v. *Ferguson,* 47 Iowa 284. In Vermont it is the practice to stay execution on the judgment until the grantee executes a quit-claim deed. *Catlin* v. *Hurlburt,* 3 Vt. 403. A similar procedure was suggested in *Ives* v. *Niles,* 5 Watts (Pa.) 323. In the principal case the court did not pass on whether the plaintiff was sufficiently protected by the judgment at law; but, having equity jurisdiction on other grounds, proceeded to give the relief prayed for. It would seem that if the grantor was not protected by the judgment at law, equity would have jurisdiction to secure his protection. *McKinney* v. *Watts,* 3 A. K. Mar. (Ky.) 268. It has been suggested that the point at which the grantor's need of protection arises is not judgment but satisfaction. *Noonan* v. *Ilsley, supra; Foss* v. *Stickney,* 5 Greenleaf (Me.) 390.

INJUNCTION TO PROTECT RIGHT OF CONTRACT OF EMPLOYMENT. — Complainant joined a strike which was conducted by unlawful means at defendant's shoe factory. Next day the shoe manufacturers of the same city blacklisted all employees that had taken part in the strike, whereby complainant was unable to secure employment in any of the shoe factories. He sought to enjoin the manufacturers from depriving him of the right of employment by means of a blacklist. *Held,* that the employee, by reason of the unlawful methods in conducting the strike, could not have his relief in equity, but must seek his redress at law. *Cornellier* v. *Haverhill Shoe Mfrs. Assn. et al.* (Mass. 1915), 109 N. E. 643.

Without discussing the conflict in the authorities of various jurisdictions, the court above followed the principle that the legality of a strike depends on its purpose and on the means of maintaining it. This is a question of law. *De Minico* v. *Craig,* 207 Mass. 593, 94 N. E. 317, 42 L. R. A. (N. S.) 1048. After deciding that the strike in the principal case was illegal, the court in applying the maxim "that he who comes into equity must come with clean hands" must necessarily have decided that plaintiff's participation in the unlawful strike was so closely connected with the unlawful blacklist as to be a part of the transaction sought to be enjoined. *McConnell* v. *Connors-McConnell Co.,* 140 Fed. 987, 72 C. C. A. 681; *Kinner* v. *Lake Shore & M. S. Ry. Co.,* 69 N. E. 614, 69 Ohio St. 339. Also in applying this maxim the court took with very little discussion equitable jurisdiction over the right of contract of employment. In *Worthington* v. *Waring,* 157 Mass. 421, 20 L. R. A. (N. S.) 342, such injunction was denied on the ground that the right violated was a personal right and not a subject for